



CITY OF DETROIT  
DETROIT DEPARTMENT OF  
TRANSPORTATION  
PURCHASING/CONTRACT  
ADMINISTRATION DIVISION  
1301 E. WARREN AVENUE  
DETROIT, MICHIGAN 48207  
313 • 833 • 7360  
313 • 833 • 5338 (FAX)

PLEASE RETURN THIS  
FORM even though you  
cannot submit a bid and  
state your reason. Your  
name may be removed  
from the mailing list for  
failure to bid and/or failure  
to state reasons for not  
submitting a bid.

## DDOT Request for Quotation

RFQ NUMBER 50125 REVISION 1 PAGE

THE ABOVE NUMBER MUST APPEAR ON ALL CORRESPONDENCE.

SHIP TO  
5025 Russell  
Detroit, MI 48211  
US

BILL TO  
1301 E Warren Ave  
Detroit, MI 48207  
US

SUPPLIER

COPY

SUPPLIER NO.	1015464	DATE OF ORDER/BUYER	19-FEB-15	REVISED DATE/BUYER	19-FEB-15 S Sewell-Lovely
PAYMENT TERMS		SHIP VIA	Lowest Cost Carrier	F.O.B.	Delivered
FREIGHT TERMS	Account of Seller	REQUESTOR/DELIVER TO	Sealed Bid	CONFIRM TO / TELEPHONE	
DUE DATE	12-MAR-15	QUOTE INFORMATION VALID	FROM 12-MAR-15 TO 12-JUN-15		

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	ALL INQUIRIES SHOULD BE DIRECTED TO SEWELLS@DETROITMI.GOV						
	FORMAL SOLICITATION FURNISH: VARIOUS COACH FILTERS, FOR A FIVE YEAR PERIOD WITH NO RENEWAL OPTIONS, IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.						
	BIDS ARE DUE ON OR BEFORE 4:00 P.M. MARCH 12, 2015 AT DEPARTMENT OF TRANSPORTATION ADMINISTRATION BUILDING, 1301 E. WARREN, DETROIT, MI 48207.						
	BID WILL BE OPENED AND READ AT 10:00 A.M. IN THE DEPARTMENT OF TRANSPORTATION PURCHASING CONFERENCE ROOM, 1301 E. WARREN DETROIT, MI 48207 ON MARCH 13, 2015.						
	TO SUBMIT A BID PLEASE ADHERE TO THE FOLLOWING:						
	ALL VENDORS SUBMITTING A BID FOR CONSIDERATION ARE REQUIRED TO PROVIDE A SEALED BID IN HARD COPY FORMAT WITH AN ORIGINAL, ONE COPY AND A SOFT COPY ON FLASH DRIVE USING THE MICROSOFT OFFICE 2000-2003 SOFTWARE OR PDF FILE. PLEASE LABEL FLASH DRIVE WITH COMPANY NAME.						
	THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS RFQ AND ARE APART THERE OF:						
	A. SIGNATURE PAGE (ONE PAGE) B. NO BID STATEMENT (ONE PAGE) C. TERMS & CONDITIONS (TWELVE PAGES) D. SPECIFICATIONS (TWO PAGES) E. GENERAL CONDITIONS (THREE PAGES) F. FTA CONTRACTUAL PROVISIONS (FTA CONTRACTS) (THIRTEEN PAGES) G. FTA PROPOSER FORMS (SEVENTEEN PAGES) H. CLEARANCE APPLICATIONS (ELEVEN PAGES)						
	PLEASE CONTACT SHEKIA SEWELL AT (313) 833-7360 OR SEWELLS@DETROITMI.GOV FOR MATTERS REGARDING THIS RFQ.						

**This Is Not An Order**

Do Not Detach - Return All Papers

## RFQ DOCUMENT SIGNATURE PAGE

**ASSIGNMENT:** A Contractor shall not assign any Purchase Order or Contract or any monies due therefrom without prior approval of the Purchasing Director, the Finance Director and in some cases the City Council. Contact the Purchasing Agent for proper procedure.

**\*\*\*UNSIGNED BIDS CANNOT BE CONSIDERED\*\*\***

IN THE FURTHER DESCRIPTION OF THIS PROPOSAL, WE SUBMIT INFORMATION IDENTIFIED AS FOLLOWS:

BIDDING UNDER THE NAME OF: \_\_\_\_\_

(PRINT FULL LEGAL NAME)

(PURCHASE ORDER WILL BE ISSUED AND PAYMENT WILL BE MADE ONLY IN THE NAME ABOVE. ALL PAYMENTS ARE TO BE MAILED. VENDOR PICK-UP OF PAYMENT IS NOT ACCEPTABLE)

**MAILING ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
(ZIP CODE)

**PAYMENT MAILING ADDRESS:** \_\_\_\_\_

(IF DIFFERENT FROM ABOVE) \_\_\_\_\_

(ZIP CODE)

**BUSINESS ADDRESS:** \_\_\_\_\_

(CHECK ONE):

LEASE \_\_\_\_\_ RENT \_\_\_\_\_ OWN \_\_\_\_\_

CODE)

(ZIP

**FEDERAL EMPLOYER ID #:** \_\_\_\_\_

**CHECK ONE:**

( ) CORPORATION, Incorporated Under The Laws Of The State Of \_\_\_\_\_

If Other Than Michigan Corporation, Licensed To Do Business In Michigan? \_\_\_\_\_ YES \_\_\_\_\_ NO

( ) PARTNERSHIP, Consisting of (List Partners)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) ASSUMED NAME (Register No.) \_\_\_\_\_

( ) INDIVIDUAL

IF NOT SIGNED BY OFFICER OF FIRM, THE PERSON SIGNING MUST HAVE AUTHORITY TO COMMIT THE FIRM TO THIS BID.

E-MAIL: \_\_\_\_\_

**AUTHORIZED SIGNATURE:**

DATE \_\_\_\_\_

SIGNED: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

PRINTED \_\_\_\_\_

FAX NO. \_\_\_\_\_

TITLE/POSITION \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

ALTERNATE COMPANY CONTACT

—

THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY. FAILURE TO COMPLETE FORM MAY BE CAUSE FOR REJECTION.

## STATEMENT OF NO BID

*If you are not bidding on this service/commodity, please complete and return this form to:*

*1301 E. Warren, Ste 304 – Purchasing Division, Detroit, MI 48207 or Fax to 313-833-5338 or 313-833-7890. (Please print or type, except signature)*

PURCHASES AGENT:

RFP/RFQ:

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

*We, the undersigned, have declined to quote on Bid No. \_\_\_\_\_ because of the following reason (s): (Check all that apply)*

\_\_\_\_\_ *City of Detroit payment issues (specify below).*

\_\_\_\_\_ *We do not offer this product or the equivalent.*

\_\_\_\_\_ *Unclear description/specifications (specify below) .*

\_\_\_\_\_ *Insufficient time to respond to the invitation to bid.*

\_\_\_\_\_ *Unable to meet bond requirements.*

\_\_\_\_\_ *Our product schedule would not permit us to perform.*

\_\_\_\_\_ *Other (specify below).*

### REMARKS:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **TERMS AND CONDITIONS**

### **FURNISH:**

Filters, Coach including necessary gaskets and related filter products used in the urban transit buses operated by the department as required by the City of Detroit Department of Transportation for a period of five (5) years with no renewal options.

### **GENERAL CONDITIONS:**

It is the responsibility of the Bidder to review General Conditions as specified pages 1 through 4. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering, price, terms, quote and/or conditions. **MUST** be crossed out and initialed. Failure to initial any changes **will** be grounds for rejection of your bid.

### **SPECIAL CONDITIONS:**

It is the responsibility of the Bidder to review the Special Conditions attached to this RFQ and comply with all requirements therein.

### **QUOTATIONS/PROPOSALS:**

Bidders **MUST** submit an original and one copy of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Failure to submit both will be grounds for rejection.

### **MINOR DEVIATIONS:**

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Purchasing Director, or designated representative, shall be final as to what constitutes acceptable deviations from specifications.

### **RESPONSIBILITIES:**

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all of its NORMAL REQUIREMENTS of the above referenced products and/or services from the contractor, and the contractor is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

### **FURNISH:**

Filters, Coach including necessary gaskets and related filter products used in the urban transit buses operated by the department as required by the City of Detroit Department of Transportation for a period of five (5) years with no renewal options.

### **DDOT BUS FILTER REQUIREMENTS:**

This is a five (5) year contract.

DDOT has needs for various types of filters used in the urban transit buses operated by the department. Filters may be purchased separately or in Preventable Maintenance (PM) kits, (examples provided below). Filters are identified by brand name. If brand names other than those specified are bid, they must be indicated in the bid package. Bidders shall prove that their product(s) to be furnished are "equal to" or "better than" the brand name(s) specified. Bidders shall provide any necessary technical information requested by DDOT to assist in product evaluation. Bids for filters not meeting minimum specifications will be rejected. DDOT's final determination of an "or equal" or "better than" product shall be determined by DDOT's, Manager of the Quality Assurance/Research Office. The quantities shown represent approximate annual usage to be used only for bid evaluation and shall not be considered a guaranteed quantity. Orders will be placed in quantities as required throughout the terms of the contract. The Bidder shall provide any quantity discounts that may affect pricing.

Engine oil filters shall meet or exceed the most current Cummins and Detroit Diesel filter requirements as outlined in documents such as but not limited to, Cummins Service Bulletin No. 3810340-06, Cummins Engineering Standards CES 10765, Detroit Diesel Publication 7SE270 and the M11 High Soot Test. Engine oil filters shall be a combination full-flow and by-pass filtration type to offer an extended service interval (ESI). Full-flow combination ESI oil filter construction shall utilize a Stratapore tm, synthetic filter media with stacked disc by-pass venturi filtration and a long-life gasket. All other filters shall utilize a long life ESI synthetic filter media whenever possible.

DDOT may add new items, retire or purchase additional buses or bus equipment during the filter contract. Item(s) usage may be increased, decreased, or discontinued during the life of the contract. New item(s) pricing will be based on current price lists and the discounted amount stated in the bid package. Some of the annual filters usage is listed in the following.

Bidders who do not comply with the above requirements will be disqualified.

#### **PARTS:**

The bidder should not take advantage of any errors or superseded part numbers and shall bring any corrections to DDOT's attention in their bid response. DDOT shall respond to corrections in writing.

#### **ITEMS FOR EVALUATION:**

For bids based on a discount from Published Price List, quantities listed on the attached sheet entitled "ITEMS FOR EVALUATION" will be used for determining award of contract only and are not guaranteed. These items are not to be considered as the only items to be purchased. Evaluation will be made in the Purchasing Division by multiplying the quantity indicated in this bid form for each item by the Catalog Price less Discount. Enter the gross price of the items for evaluation. City of Detroit will compute net price. DO NOT QUOTE PRICES FOR ITEMS NOT LISTED OR REQUESTED IN BID.

**DDOT BUS FILTERS ANNUAL USAGE:**

Item #	Estimated Usage	Description	Price each before discount
1.	2,000	Filter, Oil Spin-On, DDOT #14NF180001 Fleetguard LF 9620 or equal Absolute Rating: 30 microns @ 98.7% Efficiency Nominal Rating: 10 micron @ 60% Efficiency <b>Detroit Diesel Series 50 Engine</b> We are quoting on : _____  Manufactured by: _____	\$_____/Each
2.	1,500	Filter, Oil Spin-On, DDOT #24NF180001 Fleetguard LF 9009 or equal Absolute Rating: 30 microns @ 98.7% Efficiency Nominal Rating: 10 micron @ 60% Efficiency <b>Cummins ISL Engine</b> We are quoting on : _____  Manufactured by: _____	\$_____/Each

**DDOT BUS INDIVIDUAL PRICING:**

Item #	Estimated Usage	Description	Price each before discount
3.	32	LF 9620 - Engine Oil Filter, Full-Flow Extended Life Fleetguard or equal We are quoting on : _____  Manufactured by: _____	\$_____/Each
4.	80	AF 25549 - Engine Air Filter Fleetguard or equal We are quoting on : _____  Manufactured by: _____	\$_____/Each
5.	220	HF 6238 - Power Steering Filter Element. Fleetguard or equal  We are quoting on : _____  Manufactured by: _____	\$_____/Each

6.	8	WF 2131 - Engine Coolant Filter, Need Release Fleetguard or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
7.	16	HF 638 - Trans. Oil Filter Element, Pall Filter Fleetguard or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
8.	8	FF 5207 - Fuel Filter, Primary, Spin-On Fleetguard or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
9.	16	FF 5206 - Fuel Filter, Secondary, Spin-On Fleetguard or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
10.	32	HF 7999 - Trans. Filter Kit – ZF, Supply with 3328502 Gasket Fleetguard or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
11.	16	FS 19624 - Fuel Filter Element and Grommet, for Fuel Pro Filter Fleetguard or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
12.	2	P569380 - Hydraulic Oil Filter, LHA Part No. MPE-40-BTA-3-LHA or equal  We are quoting on : _____  Manufactured by:_____	\$_____/Each

13.	27	AF 1817M - Engine Air Filter, Synthetic Media Fleetguard or equal We are quoting on : _____ Manufactured by:_____	\$_____/Each
14.	2	HF 35153 – Trans. Filter Maintenance Kit, Contains 2 Elements Fleetguard or equal We are quoting on : _____ Manufactured by:_____	\$_____/Each
15.	6	LF 9009 - Engine Oil Filter, Full Flow, Extended Life Fleetguard or equal We are quoting on : _____ Manufactured by:_____	\$_____/Each
16.	16	FF 5488 - Fuel Filter, Secondary, Spin-On Fleetguard or equal We are quoting on : _____ Manufactured by:_____	\$_____/Each

The next parts list below is based on a **2010 Gillig Low Floor Transit coach with an ISL engine**

Item #	Estimated Usage	Description	Price each before discount
17.	500	82-52128-001 – Filter, Air Cleaner Gillig or equal We are quoting on : _____ Manufactured by:_____	\$_____/Each
18.	100	82-52127-014 – Filter,Air Heat Blower Assy Gillig or equal We are quoting on : _____ Manufactured by:_____	\$_____/Each



19.	80	82-51082-000 – Filter, Air Heater Driver's Gillig or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
20.	1	04-60254-000 – Filter, ASM Inline Air Bendix Gillig or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
21.	10	82-38512-000 – Filter, Control Main Trans Gillig or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
22.	30	01-40106N00 – Filter, Coolant Gillig or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
23.	100	82-60186-000 – Filter, Element Hydraulic Gillig or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
24.	400	82-63057-000 – Filter, Engine Oil Spinner II Gillig or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
25.	10	82-38510-000 – Filter, EV Drive Kit Gillig or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each

26.	200	82-47755-000 – Filter, Fuel Secondary Gillig or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
27.	50	82-21738-000 – Filter, Fuel Spheros Gillig or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
28.	40	82-28300-000 – Filter, Oil Gillig or equal  We are quoting on : _____  Manufactured by:_____	\$_____/Each
29.	100	3937736 – Filter, Oil Hybrid Cummins or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
30.	10	82-38565-000 – Filter, Transmission Gillig or equal  We are quoting on : _____  Manufactured by:_____	\$_____/Each
31.	10	82-18210-001 – Filter, Water Gillig or equal We are quoting on : _____  Manufactured by:_____	\$_____/Each
			\$_____ Total

**Filters, Coach including necessary gaskets and related filter products.**

New @ \_\_\_\_\_% Discount from manufacturer's price list no. \_\_\_\_\_ from  
column prices \_\_\_\_\_ dated \_\_\_\_\_ and supplements  
\_\_\_\_\_ dated \_\_\_\_\_ Fleetguard or approved equal.

**Filters, Coach including necessary gaskets and related filter products.**

New @ \_\_\_\_\_% Discount from manufacturer's price list no. \_\_\_\_\_ from  
column prices \_\_\_\_\_ dated \_\_\_\_\_ and supplements  
\_\_\_\_\_ dated \_\_\_\_\_ Gillig or approved equal.

**Filters, Coach including necessary gaskets and related filter products.**

New @ \_\_\_\_\_ % Discount from manufacturer's price list no. \_\_\_\_\_ from  
column prices \_\_\_\_\_ dated \_\_\_\_\_ and supplements  
\_\_\_\_\_ dated \_\_\_\_\_ LHA or approved equal.

**SPECIFICATION CHECK:**

We have read the specifications thoroughly and we:

( ) Are able to meet specifications without deviation

( ) All deviations are properly outlined on an attached sheet marked \_\_\_\_\_  
\_\_\_\_\_ for identification.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**AWARD:**

Multiple Awards will be made on a low bid basis, as determined by the City of Detroit based on contractor's ability and equipment as described in the specification. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award. The City of Detroit reserves the right to limit the amount of the award per contractor.

**PRICE:**

DISCOUNTS FROM PRICE LIST ARE **FIRM**. Prices are **SUBJECT TO ADJUSTMENT** (once annually) in accordance with manufacturer's superseding published price lists and supplements. Such changes must be requested and must be substantiated by manufacturer's printed price list, received in the Purchasing Division no later than ten (10) days after the effective date of the price change. If the request and superseding price lists are received beyond 10 days of the effective date shown on the price list, such change shall be effective 10 days prior to change and receipt of superseding lists.

**If during the period of this contract, the parties cannot mutually agree on the extent of any change in the price lists, the City of Detroit reserves the right to terminate the contract without prejudice.**

**PRICE LISTS:**

Each bidder shall submit copies of the most recent price list (and catalog) and supplement in electronic form (if available) with their bid. Failure may be cause for rejecting your bid. The column used must designated; photo copies of manufacturers price lists and/or computer printouts must be clear and legible. Blurred copies and Distributor Inventory price lists are not acceptable. Also, pencil, typewritten or pen & ink changes in price lists will not be acceptable. Vendors should also submit an e-mail address, if available.

The successful bidder(s), upon receipt of award notice, must furnish additional copies of the above price lists and supplements of all superseding manufacturer's published price lists during the period of the contract to the City of Detroit, Purchasing Division, and any other Department, upon request at no cost to the City.

( ) Price Lists are enclosed.

( ) Price Lists are not furnished for the following reason, and we offer the following method of price verification: \_\_\_\_\_

**SHIPMENT:**

The Contractor will be expected to make reasonably prompt deliveries consistent with quantities ordered. Should an emergency arise for items, which are not available, The City of Detroit reserves the right to secure sufficient quantities from others to meet its immediate needs without prejudice of the proposed contract. If, however, in the sole opinion of the Finance Department, Purchasing Division, the contractor fails to render reasonably prompt delivery service, the City of Detroit may terminate the contract forthwith and no damages will accrue.

Our stock of Filters, Coach is inventoried at \$\_\_\_\_\_.

The City of Detroit wherein referred to shall mean the City of Detroit, acting through the Purchasing Director.

It is understood that these supplies will be required in various shipments from time to time. Shipments will be made within \_\_\_\_\_ days from each notice to ship. The City of Detroit reserves the right to reject low bids offering unsatisfactory shipment terms.

The contractor will be expected to make partial deliveries within 24 hours.

FILTERS can be picked up at \_\_\_\_\_.

In the event the successful bidder does not meet delivery requirements or furnish FILTERS, COACH, WHICH ARE ACCEPTABLE, the City of Detroit reserves the right to consider in default, and to purchase from others on the open market. The difference in cost, if any, will be deducted from outstanding invoices or charged against the contractor or the bonding company.

RETURNED MATERIALS:

We agree that any parts purchased from us may be returned for full credit subject to the following conditions: \_\_\_\_\_

\_\_\_\_\_

REJECTS:

All rejected material will be replaced by the vendor at no charge to the City of Detroit including all transportation charges.

WARRANTY:

The Vendor shall replace, at no cost to the City of Detroit, new parts to replace every and all parts which prove to be defective in design, material, or workmanship. For a minimum period of thirty (30) days from the date of delivery.

F.O.B.:

Goods are to be F.O.B. delivered to various Department of Transportation Garages.

Central Repair Facility	Gilbert Terminal	Shoemaker Terminal
1301 E. Warren	5600 Wabash	5149 St. Jean
Detroit, MI 48207	Detroit, MI 48208	Detroit, MI 48213

EXPERIENCE OF BIDDER:

Bids will considered only from Vendors offering Genuine New Coach Filters, who are known to be skilled and have regularly engaged in furnishing PARTS of the type and class specified herein for a period of not less than one year.

We have furnished goods and / or services of a similar nature, as follows (Complete in entirety):

COMPANY	ADDRESS	PHONE NO.	CONTACT
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

The City of Detroit reserves the right to inspect a bidder’s premises prior to award to determine capability in terms of equipment and personnel.

BID WITHDRAWAL:

No bid shall be withdrawn for 90 days from submission deadline. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period. This paragraph supersedes paragraph 11 of the General Conditions.

**TERMINATION OF CONTRACT:**

The City of Detroit reserves the right to terminate this contract, for cause as determined by the purchasing director without any liability whatsoever upon ten (10) days notice. The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Vendor.

**REJECTIONS, MODIFICATIONS, CANCELLATIONS**

The City of Detroit expressly reserves the right to: 1) accept or reject, in whole or in part, any and all quotes received; 2) waive any non-conformity; 3) re-advertise for quotes; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for quotes, in part or in its entirety, and/or, 6) take any other appropriate action that is in the best interest of the City. This RFQ does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

**CONTRACT ACCEPTANCE:**

The successful bidder shall be notified of the execution of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order.

The "Contract Award Notice" shall contain the date the contract award was approved.

The signed, accepted bid of the successful bidder will be the contract between the bidder and the City of Detroit, containing the full description of all contractual terms and conditions. A copy of your signed bid will not be mailed to you. Each bidder shall keep a copy of his/her signed bid form for future reference.

**TERMS OF PAYMENT:**

A discount of \_\_\_\_% will be allowed for payment of invoice within thirty days of delivery and acceptance of the above items and vendor's invoice. Other terms less than **thirty (30)** days, E,O,M., Proximo, etc., shall not be considered. Payment terms will not be considered in determining the award of the contract(s), except in the case of tie bids. However, discounts may be offered to facilitate prompt payment.

The City of Detroit reserves the unqualified right to reject any bid which includes a provision for a service charge levied by a vendor when payment by the City is not made within a specified time period.

This paragraph supersedes paragraph 4 of the General Conditions.

**INVOICING:**

All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount.

Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the proper City Dept/Div/Personnel. Invoices must meet the following conditions for payment:

- a) Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b) Contractor must submit price lists in accordance with bid requirements.
- c) **Original** invoice **must** be submitted to the appropriate City of Detroit Account's Payable Section.
- d) **Copy** of invoice **must** be submitted to the department personnel identified on the purchase order as being responsible for processing payment. If a department contact person is not listed on the purchase order the vendor shall request in writing, from the Purchasing Division the name and phone number of the contact person responsible for processing payment.

**NOTICE TO BIDDERS:**

This bid solicitation includes the City's of Detroit's preference for environmentally preferred goods and services where applicable. The City of Detroit will utilize and compare the responses to this bid to available cooperative purchasing agreements. For a complete explanation refer to Chapter 18 of the 1984 Detroit City Code, Finance and Taxation, Article V, Purchases and Supplies, Division 1, Goods and Services.

A partial list of cooperative purchasing agreements follows:

1. National Intergovernmental Purchasing Alliance (National IPA)  
[www.nationalipa.org](http://www.nationalipa.org)
2. National Intergovernmental Purchasing Alliance (National IPA)  
[www.njpacoop.org](http://www.njpacoop.org)
3. Western States Contracting Alliance (WSCA)  
[www.aboutwsca.org](http://www.aboutwsca.org)
4. U.S. General Services Administration (GSA)  
[www.gsa.org](http://www.gsa.org)
5. U.S. Communities  
[www.uscommunities.org](http://www.uscommunities.org)
6. MIDEAL (Michigan Delivering Extended Agreements Locally)  
[www.michigan.gov/mideal](http://www.michigan.gov/mideal) (Mideal Home Page)

**EQUALIZATION FACTOR:**

**DETROIT EQUALIZATION FACTOR: DOES NOT APPLY** in accordance with Federal Transit Administration regulation (FTA C4220.1d ) prohibiting the use of statutorily or administratively imposed in state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage preference. This does not pre-empt State of Michigan licensing laws.

**DDOT BUS FILTER REQUIREMENTS:**

This is a five (5) year contract.

DDOT has needs for various types of filters used in the urban transit buses operated by the department. Filters may be purchased separately or in Preventable Maintenance (PM) kits, (examples provided below). Filters are identified by brand name. If brand names other than those specified are bid, they must be indicated in the bid package. Bidders shall prove that their product(s) to be furnished are “equal to” or “better than” the brand name(s) specified. Bidders shall provide any necessary technical information requested by DDOT to assist in product evaluation. Bids for filters not meeting minimum specifications will be rejected. DDOT’s final determination of an “or equal” or “better than” product shall be determined by DDOT’s, Manager of the Quality Assurance/Research Office. The quantities shown represent approximate annual usage to be used only for bid evaluation and shall not be considered a guaranteed quantity. Orders will be placed in quantities as required throughout the terms of the contract. The Bidder shall provide any quantity discounts that may affect pricing.

Engine oil filters shall meet or exceed the most current Cummins and Detroit Diesel filter requirements as outlined in documents such as but not limited to, Cummins Service Bulletin No. 3810340-06, Cummins Engineering Standards CES 10765, Detroit Diesel Publication 7SE270 and the M11 High Soot Test. Engine oil filters shall be a combination full-flow and by-pass filtration type to offer an extended service interval (ESI). Full-flow combination ESI oil filter construction shall utilize a Stratapore tm, synthetic filter media with stacked disc by-pass venturi filtration and a long-life gasket. All other filters shall utilize a long life ESI synthetic filter media whenever possible.

DDOT may add new items, retire or purchase additional buses or bus equipment during the filter contract. Item(s) usage may be increased, decreased, or discontinued during the life of the contract. New item(s) pricing will be based on current price lists and the discounted amount stated in the bid package. Some of the annual filters usage is listed in the following.

**PARTS:**

The bidder should not take advantage of any errors or superseded part numbers and shall bring any corrections to DDOT’s attention in their bid response. DDOT shall respond to corrections in writing.

**DDOT BUS FILTERS ANNUAL USAGE:**

<b><u>Item #</u></b>	<b><u>Estimated Usage</u></b>	<b><u>Description</u></b>
1.	2,000	Filter, Oil Spin-On, DDOT #14NF180001 Fleetguard LF 9620 or better. Absolute Rating: 30 microns @ 98.7% Efficiency Nominal Rating: 10 micron @ 60% Efficiency <b>Detroit Diesel Series 50 Engine</b>
2.	1,500	Filter, Oil Spin-On, DDOT #24NF180001



Fleetguard LF 9009 or better.

Absolute Rating: 30 microns @ 98.7% Efficiency

Nominal Rating: 10 micron @ 60% Efficiency

**Cummins ISL Engine**

3.	32	LF 9620 - Engine Oil Filter, Full-Flow Extended Life
4.	80	AF 25549 - Engine Air Filter
5.	220	HF 6238 - Power Steering Filter Element
6.	8	WF 2131 - Engine Coolant Filter, Need Release
7.	16	HF 638 - Trans. Oil Filter Element, Pall Filter
8.	8	FF 5207 - Fuel Filter, Primary, Spin-On
9.	16	FF 5206 - Fuel Filter, Secondary, Spin-On
10.	32	HF 7999 - Trans. Filter Kit – ZF, Supply with 3328502 Gasket
11.	16	FS 19624 - Fuel Filter Element and Grommet, for Fuel Pro Filter
12.	2	P569380 - Hydraulic Oil Filter, LHA Part No. MPE-40-BTA-3-LHA
13.	27	AF 1817M - Engine Air Filter, Synthetic Media
14.	2	HF 35153 - Trans. Filter Maintenance Kit, Contains 2 Elements and
15.	6	LF 9009 - Engine Oil Filter, Full Flow, Extended Life
16.	16	FF 5488 - Fuel Filter, Secondary, Spin-On

The next parts list below is based on a 2010 Gillig Low Floor Transit coach with an ISL engine

<u>Item #</u>	<u>Estimated Usage</u>	<u>Manufacturer PN#</u>	<u>Description</u>
17	500	82-52128-001	FILTER,AIR CLEANER
18	100	82-52127-014 GILLIG	FILTER,AIR HEAT BLOWER ASSY
19	80	82-51082-000 GILLIG	FILTER,AIR HEATER DRIVER'S
20	0	04-60254-000 GILLIG	FILTER,ASM INLINE AIR BENDIX
21	10	82-38512-000	FILTER,CONTROL MAIN TRANS
22	30	01-40106N00 GILLIG	FILTER,COOLANT
23	100	82-60186-000 GILLIG	FILTER,ELEMENT HYDRAULIC
24	400	82-63057-000 GILLIG	FILTER,ENGINE OIL SPINNER II
25	10	82-38510-000	FILTER,EV DRIVE KIT
26	200	82-47755-000 GILLIG	FILTER,FUEL SECONDARY
27	50	82-21738-000 GILLIG	FILTER,FUEL SPHEROS
28	40	82-28300-000	FILTER,OIL
29	100	3937736 CUMMINS	FILTER,OIL HYBRID
30	10	82-38565-000	FILTER,TRANSMISSION
31	10	82-18210-001 GILLIG	FILTER,WATER

# GENERAL CONDITIONS

REVISED 31-OCT-03

1. **Procurement Policy.** Procurement for the City of Detroit, shall be carried out in a manner which provides a fair opportunity to all eligible bidders to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise make a bid or proposal.
2. **Non-Discrimination Clause.** In Accordance with all Federal and State Legislation and Regulations governing Fair Employment. Including but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the bidder agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The bidder recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the bidder or its subcontractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a Contract compliance program to monitor all Contractors doing business with the City and to review the employment practices of Contractors seeking to do business with the City prior to entering into a Contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The bidder agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the Contract.
3. **Unit Prices, Notations, and Workmanship.** Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Formal Bid Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.
4. **Prices Quoted/Cash Discounts.** Prices quoted must be net of discounts. Cash discounts will be considered in the determination of low bidder, provided discounts are based on periods of 30 days or more after acceptance of goods or billing on bidder's invoice, whichever is later. Where net is equal to bid with cash discount deducted, award will be made to the net bid. The bidder shall extend and total the bids.
5. **Sales Tax Exemption.** The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the bidder and incorporated into other products are taxable to the bidder. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.
6. **Specifications, Change of Specification, and Errors or Omission.** Specifications which refer to brand names are given for reference. Bidders may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final.

If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable, the City will notify all bidders by mail and postpone bid submission date, if necessary. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

7. **Delivery Terms/Time. F.O.B. delivered prices are preferred. F.O.B. delivered means** delivered to the dock of the institution of department noted on the bid, and will include all charges for packing, draying, etc. Bidder may, at their option, quote F.O.B. shipping point. Prices bases on F.O.B. Shipping Point will be considered after adding transportation charges and insurance costs. Bidders must show shipping weight and point of shipments on all shipping point bids. Delivery time is a part of the consideration and must be adhered to. If time varies on different items, the bidder shall so state.
8. **Container.** Packing, reels, etc., if chargeable, must be shown as separate items. Return freight must be paid by bidder.
9. **Labeling of Envelopes.** Bidders must label envelopes containing bid - "This envelope contains bid on (-commodity-) File No.(-number-)Due on or before (-time-) on (-Date-)". A label is attached for convenience. The name and address of the bidder are to appear on the outside of the envelope.
10. **Receipt of Bids.** Bids must be received in the Purchasing Division, 1008 Coleman A. Young Municipal Center , Two Woodward Ave., Detroit, MI 48226, prior to or on the date and time specified on the face of this bid form. Late bids cannot be accepted. The responsibility of getting bids to the Purchasing Division on time rests entirely with the bidder.

- 11. Withdrawal.** No bid shall be withdrawn for (90) ninety days from submission deadline unless other wise stated in this bid form. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.
- 12. Award.** The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.
- The award of a Contract will not be made to any bidder who is in arrears in City taxes. Ordinance 15-00, forbids the award of any Contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, bidders may contact the Real and Personal Property Tax Division (313 224-3568) and/or City Income Tax Division (313 224-3332) to determine their tax status.
- All awards will be made in accordance with the provisions of Section 21, Article III of the Detroit Municipal Code (Ordinance No. 15-00) which provides for purchasing and disposition of property consistent with the City Charter.
- 13. Start of Work.** No Contract shall become effective until the Contract has been approved by the required City Departments and signed by the City of Detroit Purchasing Director. Prior to the completion of this approval process, the Contractor will have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor prior to such approval. Nor shall the City incur any liability to reimburse the Contractor regarding any expenditure for the purchase of materials or the payment of services.
- 14. Inspection.** All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise, fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The bidder shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to bidders at their expense for handling, packing and transportation.
- 15. Freight Rates.** Unless otherwise stated, any increase in published freight rates after submission deadline will be added to the Contract price, and conversely any decrease in the published freight rates will be deducted from the Contract price. This applies only to movement of the finished product as sold to the City.
- 16. Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.
- 17. Assignment.** A Contractor shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Purchases Agent for proper procedure.
- 18. Default.** Default is defined as the failure of the bidder to fulfill the obligations of their Formal Bid. An event of default shall be construed as a material breach of this Contract.
- 19. Damages for Breach of Contract.** The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including reasonable attorney's fees. The City may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the City sustains in excess of set-off.
- If the Contract is so terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Contractor shall be liable to the City for any and all costs occasioned to the City thereby.
- The City may assess upon the Contractor, for failure to meet any provision or condition of the Formal Bid, damages up to the amount of 15% or the amount of the cost incurred for the breach.
- Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.
- 20. Termination.** The Contractor agrees that the City shall have the right to terminate any award to the Bidder for cause, as determined by the Purchasing Director, without any liability whatsoever, upon the giving of ten (10) days notice.
- 21. Audit, Inspection of Records and Cost Verification.** The City reserves the right to audit employees payroll records to verify labor charges upon 72 hours notice.

The Contractor shall permit the authorized representative of the City to inspect and audit all data and records of the Contractor relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Agreement shall be retained by the Contractor during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

- 22. Compliance With Laws and Security Regulations.** The Contractor shall comply with and shall require its associates to comply with: (1) applicable federal, state and local laws, ordinances, code(s) regulations and policies, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project externally; and (3) with the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Contractor shall hold the City harmless with respect to any damages arising from any violations of same by it or its associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require, as part of any subcontract that subcontractors comply with all applicable laws and regulations.

- 23. Patents.** The Contractor shall protect and indemnify the City against expense of any nature, shall bear the cost of any law suits which may arise and shall pay damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.

- 24. Indemnity.** The Contractor agrees to save harmless the City against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortuous acts or any failure by the Contractor to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Contractor, the City of Detroit and any negligent or tortuous errors or omissions attributable to the Contractor, its subcontractors or Agents.

- 25. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise.

The Contractor also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Contractor hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

- 26. Addresses.** Contractor shall notify the City upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be delivered in writing Purchases Agent identified on the Purchase Order and shall include all of Contractor's changed information and the effective date of such change.

- 27. Taxpayer Identification Number.** Contractor shall notify the Purchasing Director and the Income Tax Director of the City upon the change of Contractor's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Contractor's taxpayer identification number in use by the City, Contractor's new taxpayer identification number and all contract and purchase order numbers under which the Contractor is currently providing goods and services to the City; and, shall be delivered to the City within five (5) business days of Contractor's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Contractor to supply the information required, may be deemed and event of default at the sole discretion of the City.

- 28. Setoff.** In addition to Contractor's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Contractor by City, delinquent withholding, corporate and property tax liabilities owed to the City by Contractor. The City's right of recovery shall be a setoff against those payments owing to Contractor by virtue of this, or any current City Contract. The City will provide written notice to Contractor of any intention to invoke its right to setoff payments due to Contractor under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Contractor at the address provided in the Contract/Purchase Order.

# **DETROIT DEPARTMENT OF TRANSPORTATION**

## **Contractual Provisions (FTA Contracts)**

### **SECTION 1 - CONTRACT PROVISIONS**

The funding agencies for the procurement addressed in this solicitation include the United States Department of Transportation, Federal Transit Administration (FTA); the State of Michigan, Department of Transportation (MDOT); and, the City of Detroit. Therefore, in addition to the applicable General Conditions, the Bidder/Contractor shall comply with the following clauses required by FTA, etc. The words, "Purchaser" and "Recipient", in these clauses shall, as applicable, mean the *City*.

#### **1.0 ELIGIBLE BIDDERS**

Competition for this contract is open to all qualified bidders/contractors.

#### **2.0 SINGLE BID RESPONSE**

If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder/contractor. A cost or price analysis and evaluation and/or audit will be performed of the cost proposal in order to determine whether or not the price quoted is fair and reasonable. If the price quote submitted is **not** deemed to be fair and reasonable, the City of Detroit, at its discretion may reject and re-solicit.

#### **3.0 SUBCONTRACTOR UTILIZATION REQUIREMENTS**

A percentage (%) of the total contract amount, as indicated below, shall be subcontracted to DBE's who have been certified under the Michigan Unified Certification Program by either the DDOT Office of Contract Compliance, Wayne County or MDOT, or who are certified as small businesses (SBA-8a) by the U.S. Small Business Administration. All Contractors are responsible for making a good faith effort in meeting these goals and must document efforts accordingly.

Disadvantaged Business Enterprises (includes Minority, Women-Owned and SBA-8a Businesses):  
0%

#### **4.0 CONTRACTOR CHANGES**

Any proposed change in this contract shall be submitted to the appropriate Public Body for its prior approval.

#### **5.0 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(1) The *City* and *Contractor* acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this *Contract* and shall not be subject to any obligations or liabilities of the *City*, *Contractor*, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying *Contract*.

## **DETROIT DEPARTMENT OF TRANSPORTATION**

### **Contractual Provisions (FTA Contracts)**

(2) The *Contractor* agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the *Subcontractor* who will be subject to its provisions.

#### **6.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The *Contractor* acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying *Contract*, the *Contractor* certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying *Contract* or the FTA assisted project for which this *Contract* work is being performed. In addition to other penalties that may be applicable, the *Contractor* further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the *Contractor* to the extent the Federal Government deems appropriate.

(2) The *Contractor* also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the *Contractor*, to the extent the Federal Government deems appropriate.

(3) The *Contractor* agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the *Subcontractor* who will be subject to the provisions.

#### **7.0 ACCESS TO THIRD PARTY CONTRACT RECORDS**

The following access to records requirements apply to this *Contract*:

1. The City is a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The *Contractor* agrees to permit the *City* to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The *Contractor* agrees to maintain all books, records, accounts and reports required under this *Contract* for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the *Contractor* agrees to maintain same until the *City*, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

## DETROIT DEPARTMENT OF TRANSPORTATION

### Contractual Provisions (FTA Contracts)

4. FTA does not require the inclusion of these requirements in subcontracts.

#### **8.0 FEDERAL CHANGES**

The *Contractor* shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the *City* and FTA, as they may be amended or promulgated from time to time during the term of this contract. The *Contractor's* failure to so comply shall constitute a material breach of this *Contract*.

#### **9.0 TERMINATION OF CONTRACT**

**a. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**b. Opportunity to Cure** The *City* in its sole discretion may, in the case of a termination for breach or default, allow the *Contractor* up to ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the *Contractor* fails to remedy to the *City's* satisfaction the breach or default of any of the terms, covenants, or conditions of this *Contract* within the time for cure designated by the *City* after receipt by the *Contractor* of written notice from the *City* setting forth the nature of said breach or default, the *City* shall have the right to terminate the *Contract* without any further obligation to the *Contractor*. Any such termination for default shall not in any way operate to preclude the *City* from also pursuing all available remedies against the *Contractor* and its sureties for said breach or default.

**c. Waiver of Remedies for any Breach** In the event that the *City* elects to waive its remedies for any breach by the *Contractor* of any covenant, term or condition of this *Contract*, such waiver by the *City* shall not limit the *City's* remedies for any succeeding breach of that or of any other term, covenant, or condition of this *Contract*.

#### **10.0 CIVIL RIGHTS EEO, ADA COMPLIANCE**

The following requirements apply to the underlying *Contract*:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C.

## **DETROIT DEPARTMENT OF TRANSPORTATION**

### **Contractual Provisions (FTA Contracts)**

§ 5332, the *Contractor* agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the *Contractor* agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying *Contract*:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the *Contractor* agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The *Contractor* agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the *Contractor* agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the *Contractor* agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the *Contractor* agrees to comply with any implementing requirements FTA may issue.

(3) The *Contractor* also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **10.01 TITLE VI COMPLIANCE**

During the performance of this contract, the bidder/contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "bidder/contractor"), agree as follows:

##### **10.1 COMPLIANCE WITH REGULATIONS**

The bidder/contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.



# **DETROIT DEPARTMENT OF TRANSPORTATION**

## **Contractual Provisions (FTA Contracts)**

### **10.2 NONDISCRIMINATION**

The bidder/contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The bidder/contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations.

### **10.3 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT**

In all solicitations either by competitive bidding or negotiation made by the bidder/contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the bidder/contractor of the bidder's/contractor's obligations under this

contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

### **10.4 INFORMATION AND REPORTS**

The bidder/contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information is required or a bidder/contractor is in the exclusive possession of another who fails or refuses to furnish this information, the bidder/contractor shall so certify to the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

### **10.5 SANCTIONS FOR NONCOMPLIANCE**

In the event of the bidder's/contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the bidder/contractor under the contract until the bidder/contractor complies, and/or,
- b. Cancellation, termination or suspension of the contract, in whole or in part.

### **10.6 INCORPORATION OF PROVISIONS**

The bidder/contractor shall include the provisions of paragraphs 6.1 through 6.6 of this section in every subcontract, including procurements of materials and leases of equipment, unless

## DETROIT DEPARTMENT OF TRANSPORTATION

### Contractual Provisions (FTA Contracts)

exempt by the Regulations, or directives issued pursuant thereto. The bidder/ contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a bidder/contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the bidder/contractor may request the Recipient to enter such litigation, the bidder/contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **11.0 DISADVANTAGED BUSINESS ENTERPRISE**

(1) This *Contract* is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. A *Contract* goal of 0 % has been established for this procurement.

(2) The *Contractor* shall not discriminate on the basis of race, color, national origin, or sex in the performance of this *Contract*. The *Contractor* shall carry out applicable requirements of

49 CFR Part 26 in the award and administration of this DOT-assisted *Contract*. Failure by the *Contractor* to carry out these requirements is a material breach of this *Contract*, which may result in the termination of this *Contract* or such other remedy as DDOT deems appropriate. Each subcontract the *Contractor* signs with a *Subcontractor* must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) The *Contractor* is required to pay its *Subcontractors* performing work related to this *Contract* for satisfactory performance of that work no later than 30 days after the *Contractor's* receipt of payment for that work from the City.

(4) The *Contractor* must promptly notify DDOT's Office of Contract Compliance whenever a DBE *Subcontractor* performing work related to this *Contract* is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The *Contractor* may not terminate any DBE *Subcontractor* and perform that work through its own forces or those of an affiliate without prior written consent of the DDOT's Office of Contract Compliance.

Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

(5) That no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

## **DETROIT DEPARTMENT OF TRANSPORTATION**

### **Contractual Provisions (FTA Contracts)**

(6) That in the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**Withholding for unpaid wages and liquidated damages** - DDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. **PROHIBITED INTEREST**

(1) No member of, or delegate to, the Congress to the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

(2) No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

### **12.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding *Contract* provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this *Contract*. The *Contractor* shall not perform any act, fail to perform any act, or refuse to comply with any *City* requests which would cause the *City* to be in violation of the FTA terms and conditions.

### **13.0 SUSPENSION AND DEBARMENT**

Neither Bidder/Contractor, nor any officer or controlling interest holder of bidder/ contractor, is currently or has been previously, on any debarred bidders/contractors list maintained by the United States Government

This *Contract* is a covered transaction for purposes of 49 CFR Part 29. As such, the *Contractor* is required to verify that the *Contractor*, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are not excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

## **DETROIT DEPARTMENT OF TRANSPORTATION**

### **Contractual Provisions (FTA Contracts)**

The *Contractor* is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

#### **14.0 BUY AMERICA**

Bidders/Contractors shall submit with the bid a completed Buy America Certificate indicating that the Bidder/Contractor will comply with the requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software and small purchases (currently less than \$100,000.00) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 per cent domestic content.

The Bidder/Contractor shall submit the appropriate Buy America certification with all bids on FTA-funded contracts except those subject to a general waiver. When required, the certificates are attached as Form E in the DDOT Contractual Provisions, Section 2 – Proposer's Forms.

Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Upon written request to the Secretary, DDOT may request a waiver of the above provisions. Such waiver may be granted if the Secretary determines;

- 1) that their application would be inconsistent with the public interest;
- 2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- 3) in the case of the procurement of bus and other rolling stock (including train control, communication, and traction power equipment) under the Urban Mass Transportation Act of 1964, that (A) the cost of components which are produced in the United States is more than 60 per centum of the cost of all components of the vehicle, and (B) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States;
- 4) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 per centum. Further purposes of this section, in Calculating component's cost, labor costs involved in final assembly shall not be included in the calculation.

#### **15.0 BREACHES AND DISPUTE RESOLUTION**

Disputes arising in the performance of this *Contract* which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the *City's* Director of the Detroit Department of Transportation ("DDOT"). This decision shall be final and conclusive unless within ten

## **DETROIT DEPARTMENT OF TRANSPORTATION**

### **Contractual Provisions (FTA Contracts)**

(10) calendar days from the date of receipt of its copy, the *Contractor* mails or otherwise furnishes a written appeal to the Director of DDOT. In connection with any such appeal, the *Contractor* shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of DDOT shall be binding upon the *Contractor* and the *Contractor* shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the *City*, the *Contractor* shall continue performance under this *Contract* while matters in dispute are being resolved.

**Remedies** - Unless this *Contract* provides otherwise, all claims, counterclaims, disputes and other matters in question between the *City* and the *Contractor* arising out of or relating to this *Contract* will be decided by arbitration if the parties mutually agree to arbitration by entering into an arbitration agreement, or, if the parties do not so mutually agree to arbitration, in a court of competent jurisdiction within the State of Michigan.

**Rights and Remedies** - The duties and obligations imposed by the *Contract* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the *City* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **16.0 LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the *City*.

#### **17.0 CLEAN AIR**

(1) The *Contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The *Contractor* agrees to report each violation to the *City* and understands and agrees that the *City* will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The *Contractor* also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **18.0 CLEAN WATER**

(1) The *Contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The *Contractor* agrees to report each violation to the *City* and understands and agrees that the *City* will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

## **DETROIT DEPARTMENT OF TRANSPORTATION**

### **Contractual Provisions (FTA Contracts)**

(2) The *Contractor* also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **19.0 CARGO PREFERENCE**

The Bidder/Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separate for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish, within 20 days following date of loading for shipments originating with the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, Aon-board@ commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the UMTA Administrator and the Procuring Agency (through the prime bidder/contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

#### **20.0 FLY AMERICA**

The Bidder/Contractor agrees:

To comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The *Contractor* shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The *Contractor* agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### **21.0 DAVIS BACON ACT**

(Not Applicable)

# **DETROIT DEPARTMENT OF TRANSPORTATION**

## **Contractual Provisions (FTA Contracts)**

### **22.0 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Bidder/Contractor agrees:

(1) To comply with section 107 of the Contract t Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(2) To include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who

undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (a) directly on or near the construction site, or (b) by the employer for the specific project on a customized basis.

### **23.0 BONDING REQUIREMENTS**

(Not Applicable)

### **24.0 SEISMIC SAFETY**

(Not Applicable)

### **25.0 Transit Employee Protective Provisions**

(Not Applicable)

### **26.0 CHARTER SERVICE OPERATIONS**

(Not Applicable)

### **27.0 SCHOOL BUS OPERATIONS**

(Not Applicable)

### **28.0 DRUG & ALCOHOL TESTING**

(Not Applicable)

### **29.0 RIGHTS IN DATA AND COPYRIGHT REQUIREMENTS**

(Not Applicable)

# **DETROIT DEPARTMENT OF TRANSPORTATION**

## **Contractual Provisions (FTA Contracts)**

### **30.0 PATENT RIGHTS**

(Not Applicable)

### **31.0 ENERGY CONSERVATION**

The *Contractor* agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **32.0 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

(Not Applicable)

### **33.0 ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **34.0 TOXIC MATERIAL REMOVAL**

(Not Applicable)

### **35.0 ASSIGNMENT**

A Bidder/Contractor shall not assign any Purchase Order or Contract or any monies due there from without prior approval of the Purchasing Director, the Finance Director, and in some cases, the City Council. Contact the Purchases Agent for proper procedure.

### **36.0 LAWS AND REGULATIONS**

In accordance with Federal legislation and regulations governing the use of the United States Department of Transportation, Federal Transit Administration (FTA) funds, the bidder/contractor agrees to comply with all applicable statutory and regulatory requirements for third party procurements as set forth in FTA Circulars 4220.1F, dated November 1, 2008, as amended, and 2015.1 incorporated herein by reference. The bidder/contractor agrees to obtain compliance from its subcontractors and to incorporate the statutes and regulations in any subcontract agreement resulting from this procurement.

Low bidders must supply certifications for restrictions on lobbying and debarment and suspensions as called for in FTA and OMB regulations and circulars.



# **DETROIT DEPARTMENT OF TRANSPORTATION**

## **Contractual Provisions (FTA Contracts)**

### **37.0 GEOGRAPHIC RESTRICTIONS**

The Bidder/Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325 (d)].

### **38.0 PROTECTION OF SENSITIVE SECURITY INFORMATION**

Contractor must protect and take measures to ensure that its subcontractors protect sensitive security information made available to contractor during the course of the contract.

### **39.0 FEDERAL COST PRINCIPLES**

All costs must be necessary, reasonable, and allocable to the project, authorized by DDOT, and not prohibited by Federal law or regulation.

### **40.0 TEXTING WHILE DRIVING DISTRACTED DRIVING**

Texting while Driving Distracted Driving- To encourage safety among contractors while conducting business in behalf of DDOT, DDOT encourages contractors to adopt and promote Texting while Driving and distracted driving policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

### **41.0 SEATBELT USAGE**

To encourage compliance with Federal Executive Order 13043 DDOT encourages contractors to adopt and promote an on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles.

## DETROIT DEPARTMENT OF TRANSPORTATION

### Contractual Provisions (FTA Contracts)

Any contract/purchase order resulting from this solicitation shall include the forms indicated below [X]. Proposers/Bidders shall complete the required forms and return them, along with the checklist, with the signed bid/proposal document. Failure to submit the required forms shall be a basis for **rejection** of your bid/proposal.

- |                                     |          |  |
|-------------------------------------|----------|--|
| <input checked="" type="checkbox"/> | FORM A - | Bidder's Certification Statement   |
| <input checked="" type="checkbox"/> | FORM B - | Amendments/Riders  |
| <input checked="" type="checkbox"/> | FORM C-1 | Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j)(1)- (Steel, Iron, Manufactured Products) |
| <input type="checkbox"/>            | FORM C-2 | Buy America Certificate of Compliance or Non-Compliance with 49 USC 5323(j)(2)(C) – (Rolling Stock)                  |
| <input checked="" type="checkbox"/> | FORM D - | Conflict of Interest Certification   |
| <input type="checkbox"/>            | FORM E - | Disadvantage Business Enterprise Program Requirements (total packet- 31 pages)                                       |
| <input checked="" type="checkbox"/> | FORM F - | Suspensions and Debarment  |
| <input checked="" type="checkbox"/> | FORM G - | Disclosure of Lobbying Activities  |
| <input type="checkbox"/>            | FORM P-1 | Bid Bond   |
| <input type="checkbox"/>            | FORM P-2 | Performance Bond   |
| <input type="checkbox"/>            | FORM P-3 | Payment Bond   |
| <input checked="" type="checkbox"/> | FORM Q   | Responsibility of Bidder/Proposer Determination  |
| <input type="checkbox"/>            | FORM Q-3 | Technical Disclosure   |
| <input type="checkbox"/>            | FORM Q-4 | Financial Disclosure   |
| <input checked="" type="checkbox"/> | FORM S   | Verification and Acknowledgment  |

## CLEARANCE NOTIFICATION

Any bidder or vendor may apply for clearance certificates. Before the City can award a contract to a successful bidder, that bidder must obtain and provide clearance certificates to the City of Detroit Purchasing Division.

ALL BIDDERS AND POTENTIAL VENDORS ARE ADVISED TO OBTAIN PRE-APPROVALS UTILIZING THE ATTACHED CLEARANCE REQUEST FORMS SO AS NOT TO DELAY OR JEOPARDIZE CONTRACT AWARD.

Clearance certificates are statements of bidder compliance with applicable City of Detroit Ordinances and are required prior to award of contracts. The clearance certificates must be obtained from each of the following departments and divisions:

1. **Income Tax Division**, Finance Department  
1220 Coleman A. Young Municipal Center  
Detroit, MI 48226  
Telephone: (313) 224-3329
2. **Revenue Collection Division**, Finance Department  
105 Coleman A. Young Municipal Center  
Detroit, MI 48226  
Telephone: (313) 224-4087

FAILURE TO PROVIDE ALL REQUIRED CLEARANCES WITHIN THE TIME ALLOWED MAY RESULT IN THE REJECTION OF QUOTES, BIDS AND/OR PROPOSALS.

After the evaluation of quotes, bids or proposals the City will send (via E-MAIL or by First Class mail to the E-MAIL or MAILING ADDRESS indicated on the signature page of the bid form) notifications to the two lowest responsive and responsible bidders that they must obtain and provide the Purchasing Division with clearance certificates within ten (10) business days after date of request. The vendor and/or bidder shall be responsible for any mailing delays or failure of the U. S. Postal Service to deliver.

3. **Human Rights Department Affidavit (effective 12/1/2010)** must be completed in its entirety, notarized and submitted with your bid. Failure to submit completed affidavit with your bid will (disqualify your bid for non-compliance) or (will be cause for rejection).
4. **Slavery Era Affidavit:** Require all bidders to submit a signed and notarized Slavery Era Records and Insurance Disclosure Affidavit per Chapter 18, Article V of the Purchasing Ordinance. The Ordinance requires the Vendor to disclose any records within its possession or knowledge relating to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related to slaves who were held during the slavery era in the US.
5. **Hiring Policy Compliance (Effective 7/1/2012):** All Bid responses to this Request For Proposal (RFP) or responses to this Request For Qualifications (RFQ) must include the attached Hiring Policy Compliance Affidavit executed by the same individual who signs the Bid. A Bid submitted without this Affidavit and a copy of their application to verify compliance will be deemed non-responsive and will not be evaluated.

# Requirements For Income Tax Clearance

**Background.** The City of Detroit is authorized to levy an income tax under the Uniform City Income Tax Ordinance (No.900-F) set forth in Chapter 2 of Act 284 of the Public Acts of 1964, known as the “City Income Tax Act.” “No bid shall be accepted from or contract awarded to any person who is in arrears to the City...” see Detroit codes: Sec.18-5-13, Sec. 18-10-25 and General Conditions# 28.

**What Is An Income Tax Clearance?** An **approved** Income Tax Clearance states that an individual, business or subcontractor seeking employment or contracts with the City of Detroit has complied with all the provisions of the City Income Tax Ordinance. Contractors (individuals, businesses or Subcontractors) cannot be awarded a contract and are not authorized to perform services until they are in compliance with the City Income Tax Ordinance. **The “Request for Income Tax Clearance” form should be submitted 30 days prior to the submission for new bids or renewals of contract extensions.** Please e-mail your completed request form (preferably in pdf format) to: [IncomeTaxClearance@detroitmi.gov](mailto:IncomeTaxClearance@detroitmi.gov)

**Requirements For Individuals.** Individuals must file returns and pay income taxes, and not have any unpaid assessments. Detroit residents must file formD-1040(R). If a taxpayer claims a non-resident status, proof will be required (copy of lease, mortgage closing statements, drivers license, voter’s registration, ect.). If an individual seeking a tax clearance reside within the City, but claimed dependent status on another person’s tax return, or received assistance, proof may be required.

**Requirements For Businesses.** Businesses must file Corporation (D-1120) or Partnership (D-1065) returns, regardless of net profit or loss. Non-profit organizations are required to file D-1120 tax return based on non-related income. All employers located in the City or “doing business within the City” must withhold City of Detroit income taxes from employees” compensation. Employers subject to withholding tax must file monthly or quarterly forms

D-941/501, as well as, form DW-3 (Annual Reconciliation) with W2’s. All assessments must be paid. New employers must request an Employer’s Package and register with the City by completing and submitting an Employer’s Withholding Registration form DSS-4. Contractors must supply a list of subcontractors with federal identification numbers or social security numbers. Contractors must also supply the federal identification numbers used for their leased employees.

**Income Tax Clearance Denials.** Income Tax Clearances are denied based on one or more of the following reasons:

1. Missing withholding payments, DW-3 Annual Reconciliation with W2’s,
2. Unpaid assessments
3. Missing tax returns

Related data regarding taxpayers are confidential, therefore, reasons for denial are given only to the taxpayer or authorized representative with power of attorney. Taxpayers with denied clearances may visit our office to obtain information about their account or to submit requested information.

**Appointments are not necessary. For additional information contact the Clearance Section at (313) 224-3328 or (313) 224-3329. Our office is located in the Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 1220. Office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.**

# REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

Type of Clearance:                      **New**                      **Renewal (Please submit 30 days prior to submitting bid or expiration date)**

A.      **To:**  
City of Detroit  
Income Tax Division  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Ste. 1220  
Detroit, MI 48226  
  
Phone: (313) 224-3328 or 224-3329  
Fax: (313) 224-4588  
  
**For:**  
Individual or  
Company Name \_\_\_\_\_ Address \_\_\_\_\_  
  
City \_\_\_\_\_  
  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax # \_\_\_\_\_  
E-mail Address \_\_\_\_\_

B.      **Name of Chief Financial Officer/Authorized Contact Person**      **Telephone #** \_\_\_\_\_ (include address if different from above)  
  
Fax # \_\_\_\_\_

**Employer Identification or Social Security Number**                      **Spouse Social Security Number**

**Nature of Contract** \_\_\_\_\_ **BID CONTRACT AMOUNT (if known):**  
**Labor: \$** \_\_\_\_\_ **Material: \$** \_\_\_\_\_  
  
Contract # (if known) \_\_\_\_\_

C.      **ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.**

**Check One:**                      **Individual**                      **Corporation**                      **Partnership**                      **Estate & Trust**

## **INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.**

- |   |     |    |
|---|-----|----|
| 1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) | Yes | No |
| 2. Are you a student, and/or claimed as a dependent on someone else's tax return?                               | Yes | No |
| 3. Were you employed in the City of Detroit during the last seven (7) years?                                    | Yes | No |
| 4. Were you a resident of Detroit during the last seven (7) years?  | Yes | No |

## **CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.**

- |   |     |    |
|---|-----|----|
| 5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). |     |    |
| 6. Will the company have employees working in Detroit?  | Yes | No |
| 7. Will the company use sub-contractors or independent contractors in Detroit?                  | Yes | No |

## **D. FOR INCOME TAX USE ONLY**

**Has the contractor complied with the provisions of the City Income Tax Ordinance?**

Yes	No	Signature _____	Date _____	Expires _____
Yes	No	Signature _____	Date _____	Expires _____
Yes	No	Signature _____	Date _____	Expires _____

**VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: [www.detroitmi.gov](http://www.detroitmi.gov)**

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. **Please e-mail your completed request form (preferably in pdf format) to: [IncomeTaxClearance@detroitmi.gov](mailto:IncomeTaxClearance@detroitmi.gov)**

**CITY OF DETROIT**  
ACCOUNTS RECEIVABLE CLEARANCE APPLICATION  
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER  
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / [RevenueCollections@DetroitMi.gov](mailto:RevenueCollections@DetroitMi.gov)

**SECTION A:** BUSINESS LICENSE BUDGETCITY COUNCIL DDOT DPW FINANCE FIRE HEALTH  
HUMAN RIGHTS LAW MAYOR OMBUDSMAN PLANNING& DEVELOPMENT POLICE PURCHASING  
RECREATION WATER & SEWAGE OTHER \_\_\_\_\_

ADDRESS OF DEPARTMENT \_\_\_\_\_

DATE SENT \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_

**CONTRACT AMOUNT \$** \_\_\_\_\_

**SECTION B: CORPORATION** LICENSE TYPE \_\_\_\_\_

CORPORATION NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN LEASE

**CITY PERSONAL PROPERTY NUMBER** \_\_\_\_\_ **FID / EIN NUMBER** \_\_\_\_\_

OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**SECTION C: PARTNERSHIP** LICENSE TYPE \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN LEASE

**CITY PERSONAL PROPERTY NUMBER** \_\_\_\_\_ **FID / EIN NUMBER** \_\_\_\_\_

**A: PARTNER'S NAME** \_\_\_\_\_ **PHONE NUMBER** \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN LEASE

DRIVER'S LICENSE # \_\_\_\_\_ OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

**B. PARTNER'S NAME** \_\_\_\_\_ **PHONE NUMBER** \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN LEASE

DRIVER'S LICENSE # \_\_\_\_\_ OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**SECTION D: SOLE PROPRIETORSHIP** LICENSE TYPE \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN LEASE

**CITY PERSONAL PROPERTY NUMBER** \_\_\_\_\_ **FID / EIN NUMBER** \_\_\_\_\_

OWNER'S NAME \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ OWN LEASE

OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

**SECTION E: PERSONAL SERVICES**

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ OWN LEASE

CITY/STATE/ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ DRIVER LICENSE # \_\_\_\_\_

OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT \_\_\_\_\_

**SOCIAL SECURITY NUMBER** \_\_\_\_\_ **EMAIL ADDRESS** \_\_\_\_\_

**FOR TREASURY COLLECTION USE ONLY:**

APPROVED DENIED DENIED WITH ATTACHMENTS

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ CLEARANCE VALID UNTIL \_\_\_\_\_

**COVENANT OF EQUAL OPPORTUNITY**  
**(Application for Clearance – Terms Enforced After Contract is Awarded)**

I, being duly authorized representative of the \_\_\_\_\_, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current **Contract Specific** Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. \_\_\_\_\_

Printed Name of Contractor: \_\_\_\_\_  
**(Type or Print Legibly)**

Contractor Address: \_\_\_\_\_  
**(City) (State) (Zip)**

Contractor Phone/E-mail: \_\_\_\_\_  
**(Phone) (E-mail)**

Printed Name & Title of Authorized Representative: \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\* This document MUST be notarized \*\*\***

Signature of Notary: \_\_\_\_\_

Printed Name of Seal of Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**For Office Use Only:**

Cov. Rec'd: \_\_\_\_/\_\_\_\_/\_\_\_\_ in

Department Name: \_\_\_\_\_

☐ Accepted by: \_\_\_\_\_

☐ Rejected by: \_\_\_\_\_

**Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC  
at [HumanRightsCL@detroitmi.gov](mailto:HumanRightsCL@detroitmi.gov) or fax (313) 224-3434**

# **SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE**

**NOTICE OF ENACTMENT OF ORDINANCE TO:  
THE PEOPLE OF DETROIT, MICHIGAN  
(On June 23, 2004, the City of Detroit adopted the following  
Ordinance)**

**ORDINANCE NO. 20-04  
CHAPTER 18  
ARTICLE V**

**AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.**

**AN ORDINANCE** to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

**IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:**

**Section 1.** Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

**DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.**

**Sec. 18-5-91. Scope.**

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of Investments or profits from the slave Industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.



# SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

## **Sec. 18-5-92. Affidavit of disclosure required.**

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United states.
- (c) The affidavit shall disclose ay information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

## **Sec 18-5-93. Voidability of contract.**

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

## **Sec 18-5-94—18-5-100. Reserved.**

**Section 2.** All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

**Section 3.** This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

**Section 4.** In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter,. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving., it shall become effective no later that thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p. )                      May 5, 2004  
Passed:                              June 23, 2004  
Published:                         July 19, 2004  
Effective:                         July 19, 2004  
JACKIE L. CURRIE City  
Clerk

***CITY OF DETROIT***

## SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: \_\_\_\_\_

2. Address of Contractor: \_\_\_\_\_

3. Name of Predecessor Entities (if any):

4. Prior Affidavit submission? No Yes, on:

If “No”, complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. Contractor was established in \_\_\_\_\_ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

(Printed Name) (Title)

(Signature) (Date)

Subscribed and sworn to before me  
this            day of

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_

# Hiring Policy Compliance

## Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.

**\*\*\* MUST ATTACH A COPY OF YOUR FIRMS BLANK EMPLOYMENT APPLICATION\*\*\***

# Hiring Policy Compliance Affidavit

I, \_\_\_\_\_, being duly sworn, state that I am the \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

**SIGNED,**

\_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing Affidavit was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

Notary Public, County of \_\_\_\_\_

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
SECTION II – PROPOSER'S FORMS

FORM A  
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BIDDER'S CERTIFICATION STATEMENT

The bidder, \_\_\_\_\_, states  
(Complete Legal Name)

1. That the company is or is not (circle one) owned or controlled by a parent company, which owns fifty-one percent (51%) or more of the voting rights and/or assets of the bidder; and that (if there is a Parent company) the complete legal name, main office address, and state of incorporation of said parent company is as follows:

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2. If the bidder is a Corporation, it is or is not (circle one) a Michigan Corporation and if not, which State are you registered as a Corporation.

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3. That it is aware that its agents, officers, and employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with this bid;

4. That it is aware that the work specified herein is to be performed in accordance with the affirmative Action Requirements of these contract documents, and that all of its subcontractors are aware of said requirements and also agree to comply with them;

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
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5. That it:
- a. has 50 or more employees; and
  - b. has a contract of \$50,000 or more, or which may reasonably be expected to total \$50,000 or more in any 12 month period; or
  - c. is a financial institution which serves as a depository for Government funds in any amount, acts as an issuing or redeeming agent in U.S. savings bonds and notes in any amount, or subscribes to federal deposit of share insurance.

Yes \_\_\_\_\_ No \_\_\_\_\_

If a negative response is indicated above, then check "Not Applicable" for A, B, and C below, If a response of "Yes" is indicated above, that it is in compliance with the following Federal Affirmative Action Requirements cited in the Federal Register, Tuesday, December 30, 1980, Vol. 45, No. 251, Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors, Action Requirements, Final Rule: (41 CFR Parts 60-1, 60-2, 60-4, 60-20, 60-30, 60-50, 60-60, 60-250, and 60-741), and that it will secure documentation of such compliance from its subcontractors

- A. Standard Form 100 (EEO-1) is filed annually on or before the 31<sup>st</sup> day of March with the Joint Reporting Committee, the U.S. Office of Federal Contract Compliance or with the U.S. Equal Employment Opportunity commission.

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_

- B. The bidder has participated in previous contracts or subcontract subject to the general obligations of Executive Order 11246, for government contractors and subcontractors contained in Code of Federal Regulations, Part 60.

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_

- C. The bidder has participated in previous contracts or subcontract subject to the general obligations of Executive Order 11246, for government contractors and subcontractors contained in 41 Code of Federal Regulations, Part 60.

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
SECTION II – PROPOSER'S FORMS

FORM A  
Page 3 of 4

6. That it will fully comply with the DBE requirements and will minimally meet and, where possible exceed the requirements for this project.

\_\_\_\_\_  
(Complete Legal Name of Bidder)

\_\_\_\_\_  
(Address of Bidder)

By: \_\_\_\_\_  
(Signature of Bidder or Authorized Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of DBE/WBE Liaison

\_\_\_\_\_  
Address of DBE/WBE Liaison

\_\_\_\_\_  
Phone Number of DBE/WBE Liaison

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
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FORM A  
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I, \_\_\_\_\_, Secretary for \_\_\_\_\_

The bidder, attest to the authority of \_\_\_\_\_

To execute this bid proposal in behalf of the bidder and the parent company if other  
than the bidder.

\_\_\_\_\_  
Secretary



DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
SECTION II – PROPOSER'S FORMS

FORM B

Project/ RFQ No.: \_\_\_\_\_

Project Title: \_\_\_\_\_

Amendments/Riders

The undersigned acknowledges receipt of the following amendments/riders to the request for quotations (RFQ) or request for proposals (RFP) document:

Amendment/Rider No. \_\_\_\_\_, Dated \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS**

**SECTION II- PROPOSER'S FORM**

FORM C-1

File Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH 49 USC 5323(j)(1)**

The bidder hereby certifies that it will comply with the requirements of 49 USC 5323(j)(1) and the regulations in 49 CFR Part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DONOT COMPLETE UNLESS PRODUCT OFFERED DOES  
NOT MEET THE BUY AMERICA REQUIREMENT!**

**BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH 49 USC  
5323(j)(1)**

The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j)(1), but may qualify for an exception to the requirement pursuant to 49 USC 5323(j)(2)(B) or (j)(2)(D) and regulations in 49 CFR Part 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

BA(6/6/00)

## Conflict of Interest and Disclosure Form

**1. Information about Bidder.** Please answer questions 1A. and 1B. as it relates to **yourself**.

**1A. Contact information.**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Title: \_\_\_\_\_ Company Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

**1B. *Conflicting Interests and Relationships*.** In accordance with the Conflict of Interest and Disclosure Policy, please list any interest or relationship that you have that presents a potential Conflict of Interest

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**1C.** Please provide any information that would help to clarify any listed above (use additional pages if necessary).

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**2. Information about Employee's Family Members.** Please answer 2A. and 2B. as to your spouse, domestic partner, parent, child, and/or any dependents ("**Family Members**").

**2A. *Conflicting Interests and Relationships of Family Members*.** In accordance with the Conflict of Interest and Disclosure Policy, please list any interest or relationship your **Family Members** have with any **Entity** that presents a potential conflict of interest for you (check for each

**Entity** listed the type of interest or relationship that your **Family Members** have with the **Entity**).

**Entity Name:**

- ☐ Council Member
- ☐ Employee
- ☐ Consultant
- ☐ Provider of Goods or services
- ☐ Purchaser of Goods or services
- ☐ Other Describe

**2B.** Please add any information that would help to clarify any of the above (use additional pages if necessary).

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**Your Signature.** By signing this form you certify the information and any supplemental information herein is complete and accurate to the best of your knowledge; and acknowledge your continuing obligation to complete and submit a new form when there is any significant change in outside activities or related Financial Interests.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
SECTION II – PROPOSER’S FORMS

FORM F  
Page 1 of 4

DEBARMENT AND SUSPENSIONS

POLICY

Unless otherwise permitted by law, any person that is debarred, suspended, or voluntarily excluded may not take part in any covered transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, DDOT as an UMTA recipient, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons during such period.

A certification process has been established by 49 C.F.R Part 29, as a means to ensure that debarred, suspended or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in UMTA Circular, 2015.1 must submit a complete explanation attached to the certification. UMTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person from participating in the project. In addition, each potential contractor for a major third party contract must provide to DDOT, a certification for a primary participant. Each potential third party contractor and subcontractor under a major third party contract must provide to DDOT a certification for lower-tier participant. In general, lower level employees or procurements of less than \$25,000 will not be covered by the certification procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless a participant is not authorized involve a lower employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

UMTA C 2015.1  
4-28-89

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
SECTION II – PROPOSER'S FORMS

FORM F  
Page 2 of 4

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Bidder's/Proposer's Name \_\_\_\_\_  
certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible voluntarily excluded from covered transactions by any Federal Department or Agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal or State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. If you are unable to certify to any of the statements in this certification, attach an explanation to this certification.

THE BIDDER/PROPOSER \_\_\_\_\_,  
CERTIFIES OF AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS  
OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND  
UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE  
APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
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FORM F  
Page 3 of 4

The undersigned chief legal counsel for \_\_\_\_\_  
hereby certifies that the \_\_\_\_\_ has authority under State  
and Local law to comply with the subject assurances and that the certification above has  
been legally made.

\_\_\_\_\_  
Signature of Applicant’s Attorney

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
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FORM F  
Page 4 of 4

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential subcontractor under a major third party contract), \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant (potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach a explanation to this proposal).

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER A THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUGHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has authority under Stats and Local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney

\_\_\_\_\_  
Date

DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
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FORM G  
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DISCLOSURE OF LOBBYING ACTIVITIES

Section 319 of the Fiscal Year 1990 Department of the Interior and Related Agencies Appropriation Act. Public Law 101-121 contains a prohibition on the use appropriated funds for “influencing or attempting influence” federal officials in connection with grants, cooperative agreements or contracts.

The law became effective December 23, 1989 and requires that all FTA grantees and contractors, in order to remain eligible for federal funds, must certify that no federal funds are used to influence federal employee, Members of Congress and Congressional staff regarding specific grants and contracts. The law also requires that contractors who use non-federal funds for lobbying on behalf of specific projects and proposals submit disclosure documentation when these efforts are intended to influence the decision of federal officials. These provisions apply to grants, contracts and cooperative agreements of \$100,000 or more.

The attached Form M “Disclosure of Lobbying Activities” must be completed and submitted to DDOT in order for the bidder to be considered eligible for a contract award.



DETROIT DEPARTMENT OF TRANSPORTATION – SPECIAL CONDITIONS  
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FORM G  
Page 2 of 3

CERTIFICATION OF RESTRICTIONS ON LOBBYING  
(To be submitted with each bid or offer exceeding \$100,000)

I, \_\_\_\_\_, hereby certify on  
behalf of (Name and Title of Contractor's Official)

\_\_\_\_\_ that:  
(Name of Contractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying" 61 Fed. Reg. 1413 (1/19/96), Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. A 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. A 1352©(i)-(2)(a), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

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FORM Q  
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INSTRUCTIONS  
RESPONSIBILITY OF BIDDER/PROPOSER

1. All Bidders/Proposers submitting a Bid/Proposal must complete and submit with its Bid/Proposal the attached “Q” Forms. If required for Request for Quote (RFQ), the apparent low bidder shall receive written notification requesting submission of Forms Q-3 and Q-4. Completed Forms Q-3 and Q-4 shall be submitted to the DDOT Purchasing/Contract Administration Division Office within 10 calendar days of the request.
2. Please state “not applicable” in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question. If any representation is not accurate and complete to the time Bidder/Proposer signs the “Q” Forms, Bidder/Proposer must, as a part of its Bid/Proposal, identify the provision and explain the reason in detail in the space provided below. If additional space is needed, add additional sheet(s) to the “Q” Forms. If this space is left blank, Bidder/Proposer shall be deemed to have represented and warranted the accuracy and completeness of the representations on these Forms:

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3. All information must be legible.
4. Completed forms must be signed by a partner (if partnership), a duly authorized officer or individual (If a corporation), or a principal (If a sole proprietorship).
5. The term “Proposer” includes the term “Bidder” and also refers to the firm awarded the Contract. The term “Proposal” includes the term “Bid”.
6. If during the performance of the Contract either of the following occurs, the Bidder shall promptly give notice of the situation, in writing, to the DDOT Procurement Manager, and cooperate with DDOT’s review and Investigation of such information.
  - i) Proposer has reason to believe that any representation or answer to any question contained in the “Q” Forms was not accurate or complete at the time the Forms were signed; or
  - ii) events occur of circumstances changes so that an answer to any question in Part IV is no longer accurate or complete.

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In the DDOT's sole discretion, the following shall constitute grounds for DDOT to take remedial action, up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed, if,

- i) Proposer fails to notify the DDOT's Procurement Manager as required by "6" above;
- ii) Proposer fails to cooperate with DDOT's request for additional information as required by "6" above.

7. DDOT reserves the right to inquire further with respect to the Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by DDOT. Any response to this document prior or subsequent to the Proposer's Proposal which is or may be construed as unfavorable to the Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the Contract if it is awarded to Proposer.

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FORM S

RFQ/Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

VERIFICATION AND ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and  
appeared \_\_\_\_\_ by me known to be said person, who swore under  
oath as follows:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_  
(Print Title) (Print name of Firm)
2. He/She is duly authorized to sign the Proposer's Forms on behalf of said firm and duly signed these documents pursuant to said authorization.
3. The answers to the questions set forth in the Proposer's Forms are true, accurate and complete.
4. He/She acknowledged and understands that the Proposer's Forms include provisions which are deemed included in the Contract if awarded to the firm.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)